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 14 SKYWEST AIRLINES, INC.

15
 16 **UNITED STATES DISTRICT COURT**
 17 **NORTHERN DISTRICT OF CALIFORNIA**
 18 **SAN FRANCISCO DIVISION**

19 SKYWEST PILOTS ALPA ORGANIZING
 20 COMMITTEE, et al.,

Case No. C-07-2688 CRB

21 Plaintiffs,

**[PROPOSED] ORDER REQUIRING
 ISSUANCE OF BOND**

22 vs.
 23 SKYWEST AIRLINES, INC.,

Date: August 2, 2007

Time: 9:30 a.m.

Ctrm: 8, 19th Floor

24 Defendant.

Judge: Hon. Charles R. Breyer

25 Action Filed: May 22, 2007

1 On June 27, 2007, the Court issued a Preliminary Injunction, enjoining Defendant SkyWest
2 Airlines, Inc. ("SkyWest") from prohibiting SkyWest pilots from engaging in certain conduct. *See*
3 Memorandum and Order Granting in Part and Denying in Part Motion for Preliminary Injunction
4 (Tab 160), at 25:1-11. The Norris LaGuardia Act ("NLGA") requires, as a condition of obtaining
5 preliminary injunctive relief in a labor dispute, that Plaintiffs post a bond sufficient "to recompense
6 those enjoined from any loss, expense, or damage caused by the improvident or erroneous issuance
7 of such order or injunction, including all reasonable costs (together with reasonable attorneys' fee)
8 and expense of defense against the order." 29 U.S.C. 107. *See District 29, United Mine Workers of
9 America v. New Beckley Mining Co.*, 895 F.2d 942, 947 (4th Cir. 1990); *In re District No. 1 – Pac.
10 Coast Dist., Marine Engineers Beneficial Ass'n*, 723 F.2d 70, 76-77 (D.C. Cir. 1983); *United
11 Telegraph Workers v. Western Union Corp.*, 771 F.2d 699, 704 (3rd Cir. 1985). The bond must be
12 sufficient to include the non-moving party's attorneys' fees and expenses of defense. *Tejidos de
13 Coamo, Inc. v. International Ladies' Garment Workers' Union*, 22 F.3d 8 (1st Cir. 1999); *Int'l Ass'n
14 of Machinists & Aerospace Workers v. Eastern Air Lines, Inc.*, 925 F.2d 6, 9 (1st Cir. 1991);
15 *Aluminum Workers Int'l Union, Local Union No. 215 v. Consolidated Aluminum Corp.*, 696 F.2d
16 437, 446 (6th Cir. 1982).

17 Defendant has established that its reasonable attorneys' fees and costs already have exceeded
18 \$350,000 in this matter, and are likely to be on the order of \$700,000 if the case is litigated to
19 judgment in the District Court. Accordingly, as a condition of continuing the preliminary injunction
20 entered by this Court on June 27, 2007, Plaintiffs shall post a bond in the amount of \$700,000. If
21 Plaintiffs fail to post a bond within ten business days after the date of this order, the preliminary
22 injunction shall expire.

23 IT IS SO ORDERED.

24

25 Dated:

26 Charles R. Breyer
U.S. District Judge

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